

Contract no. 658

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

MAY 13 1992

RUTGERS UNIVERSITY

AGREEMENT
between the
BOROUGH OF FORT LEE PUBLIC LIBRARY
and the
LOCAL 29, R.W.D.S.U., AFL-CIO

January 1, 1990 through December 31, 1992

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PREAMBLE

- A. This AGREEMENT made this day of ,
1990, by and between the BOROUGH OF FORT LEE PUBLIC
LIBRARY, in the Borough of Fort Lee, County of Bergen,
State of New Jersey, a public employer of the State of New
Jersey (hereinafter referred to as the "Library"), and
LOCAL 29, R.W.D.S.U., AFL-CIO (hereinafter referred to as
the "Union"), represents the complete and final under-
standing of the parties on all bargainable issues.
- B. Throughout this Agreement, reference to either gender shall
be deemed to mean reference to both genders.

ARTICLE I
RECOGNITION

- A. The Library hereby recognizes the Union as the exclusive bargaining agent for the purposes of collective negotiations of all regularly employed full-time and regularly employed part-time principal librarians, senior and junior librarians, supervising senior and junior library assistants and building maintenance workers, but excluding confidential employees, managerial executives, police, craft personnel, supervisors, casual employees, temporary employees, pages and all other personnel not specifically included above.
- B. It is understood between the parties that excluded from the unit specifically are the Director, Assistant Director, and the Supervising Library Assistant serving as Administrative Assistant. It is also agreed between the parties that "regular part-time employees" shall mean part-time employee whose employment has averaged twenty (20) hours per week or more during the prior six (6) month period.

ARTICLE II

PROBATIONARY PERIOD

During the first three (3) months of continuous employment from the date of permanent appointment, an employee shall be considered a probationary employee, and the Library may terminate his employment within that time without challenge, by either the employee or the Union, and without resort to any grievance procedures or any other hearing procedure.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement; a grievance may be raised by an individual unit employee, a group of unit employees, or the Union, at the request of any such individual or group (hereinafter referred to as the "grievant").

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

1. Step One -- Immediate Supervisor

- a) A grievant must file his grievance in writing with the Immediate Supervisor within five (5) days of the occurrence of the matter complained of. A copy shall be provided to the Shop Steward.
- b) The written grievance must identify the grievant by name(s) and be signed by him (them) and the Union. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Library representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Library and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the Library.

- c) Once a grievance comporting with all the foregoing requirements is timely filed, the Immediate Supervisor shall investigate the grievance and render a written response, which shall be given to the grievant within five (5) days from receipt of the grievance.

2. Step Two -- Assistant Library Director

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Immediate Supervisor has not served a timely written response at Step One, then within five (5) days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Assistant Library Director, or her designee. Upon receipt of the grievance by the Assistant Library Director the procedures set forth in Step One shall be followed, except that the parties shall meet within ten (10) days of the presentation of the grievance to the Assistant Library Director or designee and the Assistant Library Director, or designee shall have ten (10) days thereafter to respond in writing.

3. Step Three -- Library Director

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Assistant Director has not served a timely written

response at Step Two, then within five (5) days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Step Two to the Library Director, or her designee. Upon receipt of the grievance by the Library Director the procedures set forth in Step Two shall be followed, except that the parties shall meet within fifteen (15) days of the presentation of the grievance to the Library Director, or designee and the Library Director, or designee shall have ten (10) days thereafter to respond in writing.

4. Step Four -- Board of Trustees

In the event the grievance is not resolved to the grievant's satisfaction at Step Four, or in the event the Library Director, or designee has not served a timely written response at Step Three, then within five (5) days after the response date set forth in Step Three, the grievant may present the written grievance and any written response(s) received at Step Three to the Board of Trustees, or a Committee thereof. Upon receipt of the grievance by the Board of Trustees, or Committee thereof, the procedures set forth in Step Three shall be followed, except that the meeting date period shall be thirty (30) days and the

response period shall be forty-five (45) days thereafter. With respect to all grievances not relating to the express terms of this written Agreement, the decision of the Board of Trustees, or Committee thereof shall be final and binding upon the parties.

5. Step Five -- Arbitration

- a) With respect only to these grievances relating to the express written terms of this Agreement, if the grievance remains unsettled, the Union may, within fifteen (15) working days after the reply of the Board of Trustees or Committee thereof is due, by written notice to the Library, proceed to binding arbitration. A request for arbitration shall be made no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and Library shall mutually agree upon a longer time period within which to adjust such a demand.
- b) With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the Public Employment Relations Commission. The arbitrator shall

restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days.

- c) The cost of the arbitrator shall be split equally between the parties.
- d) The arbitrator shall have no authority to add to, subtract from, or in any manner modify the terms of this Agreement. He shall issue a written award containing his findings of fact and conclusions of law, within the thirty (30) day period aforesaid.
- e) No arbitration proceeding shall take place less than thirty (30) days from the decision of the Board of Trustees. If the grievant elects to pursue Civil Service remedies, he shall be estopped from filing for arbitration on the matter.

D. Time limits may only be extended by mutual agreement of the parties in writing.

ARTICLE IV

LIBRARY'S MANAGEMENT RIGHTS

A. The Library hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Library and its properties and facilities, and the activities of its employees;
2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good cause;
4. To establish a code of rules and regulations of the Library for its own operation;
5. To make all decisions relating to the performance of the Library's operations and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;

6. To establish any new job qualifications, classifications and content and to change same;
7. To establish, change or combine and schedule the working hours of employees;
8. To change the job descriptions, assignments and duties of any classification;
9. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
10. To change, modify or promulgate reasonable rules and regulations;
11. To assign work as it determines will benefit the Library and/or the public it serves;
12. To utilize the services of a contractor when, in the sole judgment of the Library, such services would be more efficient; and

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Library, the adoption of policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Library in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Library in any of its rights, responsibilities and authority under N.J.S.A. 40A or 11 or any other national or state laws or local ordinances.
- D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Library not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.
- E. With respect to items not covered by the express terms of this Agreement, it is specifically understood that this clause is deemed to be a waiver by the Union of any bargaining rights it may have by statute, for the duration of this Agreement.

ARTICLE V

UNION BUSINESS

- A. The Library's sole responsibility in the administration of all Union matters shall be with the Shop Steward. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Shop Steward shall be the designated representative of the Union for such matters which take place at the work place.
- B. In accordance with Paragraphs C and D, below, the Shop Steward shall be given an opportunity to engage in the adjustment of the grievances with Library representatives as provided for under the Grievance Procedure herein.
- C. The Shop Steward shall not leave his job without the permission of his Supervisor, and shall not contact another employee on Union business without prior permission of that employee's Supervisor and his own. Such permission shall not be unreasonably denied.
- D. Under no conditions shall the Shop Steward interfere with the performance of the work of others.

E. The Shop Steward has no authority to give orders regarding work to any person employed by the Library, by virtue of his position as Shop Steward.

F. The Union shall notify the Library immediately following the selection or replacement of its Shop Steward.

ARTICLE VI

UNION VISITATION RIGHTS

An officer or duly accredited representative of the Union may be permitted to visit the premises only after prior authorization from the Library Director or her designee. An escort may be provided at the discretion of the Library Director or her designee. Such visitation shall not interfere with the conduct of the Library's business or with the duties of any of its employees.

ARTICLE VII

BULLETIN BOARD PRIVILEGES

A. Space Availability

The Library shall supply one bulletin board to be located in a non-public area of the Main Library for the use of the Union to post announcements.

B. Authorization

All notices are to be signed by the Shop Steward, or other duly authorized representatives, and there shall be no posting of any notices other than as described in Paragraph C, below, except after such notice has been approved in writing by the Library Director.

C. Material

The Union may use the bulletin board to post only the following announcements:

1. Notice of Union recreation or social affairs.
2. Notice of Union elections and results of such elections.
3. Notice of Union meetings.
4. Notice of Union appointments.
5. Union minutes of joint conferences or general meetings.
6. General Union business.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

- A. The normal work day for Professional and Clerical Staff shall be seven (7) hours exclusive of an unpaid meal period. Specific schedules and hours shall be as scheduled by the Library from time to time.
- B. The normal work day for Maintenance Staff shall be eight (8) hours exclusive of an unpaid lunch period. Specific schedules and hours shall be as scheduled by the Library from time to time.
- C. Overtime at time and one-half (1-1/2) the base rate shall be provided only for authorized work in excess of forty (40) hours worked per week for all staff. Said overtime shall be either in compensatory time or in pay, at the Library's option.
- D. Any time not properly recorded shall be considered as time not worked.
- E. All employees shall work a reasonable amount of overtime when requested by the Library.

- F. There shall be no pyramiding of overtime or premium pay.
- G. The Library reserves the right to schedule or reschedule employees in accordance with its needs; this right specifically includes, but is not limited to, scheduling evenings, Saturdays and/or Sundays as normal work days.
- H. All employees are entitled to one (1) fifteen minute break for each three and one-half (3-1/2) or four (4) hour tour of duty. This break shall be scheduled by the Library. No breaks shall be taken unless the Supervisor approves, and all employees shall be considered "on-call" during their breaks and shall not leave the building.
- I. All meal breaks are taken on the employee's own time, as scheduled by the Library.
- J. Nothing herein shall guarantee employees any minimum work day or work week.
- K. Effective upon the signing of the 1985-1987 Agreement, the practice of the Library paying for the dinner hour prior to an employee's evening shift will cease. Employees are required to report for work one (1) hour earlier than they did prior to the signing of the 1985-1987 Agreement; no additional compensation will be provided.

L. Sick days, holidays, personal days and vacation days shall not be counted as work days for overtime purposes.

ARTICLE IX

HOLIDAYS

A. For each year of this Agreement, the following holidays shall be observed:

New Year's Day	Columbus Day
Washington's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday Following
	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Floating Holiday (to be scheduled by the Library)

- B. If the Library remains open for service during any of the above holidays, at the discretion of the Library Board, employees who are required to work on holidays shall be given compensatory time, which shall be taken as arranged with the Library Director on a straight time basis.
- C. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by one (1) additional day.

- D. Any employees who are required to work on a holiday, shall receive no additional compensation other than the compensatory time as defined in Paragraph "B" above, and their base pay.
- E. The Library shall have the option, if a holiday falls on a Saturday or Sunday, to celebrate such holiday on the Saturday, the Sunday, the previous Friday, or the following Monday.
- F. If a holiday falls on an employee's regular day off, an alternate day off shall be provided.
- G. In order to receive holiday compensation, staff must work the day before and the day after the holiday. If an employee is scheduled to work on a holiday, failure to do so may be grounds for disciplinary action.
- H. Any member of the maintenance staff who is required to work on Sunday shall be paid at the rate of double (2X) the base rate for such hours actually worked.
- I. For employees on terminal leave, no pay shall be provided for any holiday occurring after an employee is no longer in actual service with the Library.

ARTICLE X

VACATIONS

- A. Annual vacations shall be provided to the nonprofessional members of the bargaining unit in accordance with the following schedule:

From Date of Hire to

December 31 of that year - (1) day per month

From January 1 of the first full

calendar year through December

31 of the fourth full calendar

year - (13) days

From January 1 of the fifth full

calendar year through December

31 of the ninth full calendar

year - (16) working days

From January 1 of the tenth full

calendar year through December

31 of the fourteenth full

calendar year working days - (20) working days

From January 1 of the fifteenth
calendar year and for each year
thereafter - (25) working days

- B. Annual vacations shall be provided to the professional
members of the bargaining unit in accordance with the
following schedule:

From Date of Hire to
December 31 of that year - (1-1/2) days per month

From January 1 of the first full
calendar year to December 31
of the fourth full calendar year - (20) days

From January 1 of the fifth full
calendar year to December 31
of the ninth full calendar year - (22) working days

From January 1 of the tenth full
calendar year to December 31
of the fourteenth full
calendar year - (26) working days

From January 1 of the fifteenth
calendar year and for each year
thereafter

-(30) working days

- C. Vacation entitlement shall be prorated for any service less than a full year.
- D. Vacation allowance must be taken during the current calendar year at the time permitted unless, due to the request of the Library, it is deferred to the following year. In that event, it may be deferred to the next succeeding year only.
- E. Scheduling of all vacations shall be at the discretion of the Library Director or her designee. Employee preference and/or seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Library.
- F. Vacations shall be taken at a minimum of one (1) week at a time unless the Library approves less at its option.
- G. Pay for vacation period consists of regular base pay only, excluding overtime and premium pay of any type.

- H. Procedural aspects of vacations scheduling shall be as determined by the Library.
- I. There shall be no vacations taken during certain "peak" periods, as determined by the Library, unless specific permission is granted by the Library.
- J. No employee may take any vacation time until three (3) full months of service are completed.
- K. The Library may, at its discretion, allow an employee to take vacation time prior to its being earned. In such event, it may be withheld from the employee's final paycheck(s), should the employee not earn the time.
- L. Any vacation not taken by the end of the succeeding year under Paragraph D, above, shall be forfeited, unless the Library requested the delay. In that event, the time may be taken later, or paid for at straight time, in the Library's discretion.

ARTICLE XI

JURY DUTY

- A. Employees called for jury duty as certified by the Clerk shall be granted leave with straight time pay less any compensation they may receive for attending required jury duty for a maximum of two (2) weeks per year. If a trial is to extend for more than two (2) weeks, the employee shall submit a letter from the Court Clerk or presiding Judge. In such case, the time shall be extended.
- B. If an employee is required to serve on jury duty, such employee shall be required to notify the Immediate Supervisor or the Library Director in writing at least two (2) weeks in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty prior to the mid-point of a work day, employees shall call the Library Director or her designee and be available to report for work for the duration of the work day, in the Director's discretion.
- C. If there is a change in the originally established jury duty leave, the employee must notify the Immediate Supervisor or Library Director to make the necessary arrangements to return to work; otherwise, the employee shall receive no pay from the Library.

- D. Employees shall cooperate with the Library and report to work at all times possible during jury duty. The Immediate Supervisor or Library Director must be notified in advance any day that employees are not required to report for jury duty, and employees shall report to work on those days.
- E. Jury duty on an unscheduled work day shall not be paid by the Library.
- F. Employees shall receive no pay from the Library if they volunteer for jury duty.
- G. Proof of jury service may be required by the Library.

ARTICLE XII

BEREAVEMENT LEAVE

- A. All members of the bargaining unit shall be entitled to three (3) consecutive calendar days of bereavement leave per year at no loss in regular pay to attend the funeral of a member of their immediate family.
- B. Immediate family shall be defined as follows: employee's father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandparents-in-law, spouse, child, sister, brother or any other relative residing permanently in the employee's home as a regular member of the family.
- C. The Library Director reserves the right to require reasonable proof of death and/or relationship.
- D. The Library Director may grant additional leave, paid or unpaid, in her discretion.
- E. It is understood that an employee must attend the funeral in order to be eligible for such time. Reasonable verification may be required by the Director.

ARTICLE XIII

SICK LEAVE

- A. Employees shall accumulate sick leave on the basis of one (1) day per month of service during their first full year of employment, and one and one-quarter (1-1/4) days per month thereafter.
- B. Sick leave refers to the absence of an employee due to personal illness, accident, exposure to contagious disease, medical or dental appointment, maternity leave or attendance upon a sick member of the employee's immediate family. Immediate family shall be defined, for the purpose of this Article, as father, mother, spouse, child, sister, brother or relative residing in the employee's household. Sick leave not used shall accumulate from year to year to be used if needed.
- C. The Library Director may require proof of the need for sick leave whenever such requirement appears desirable, in her discretion.
- D. Abuse of sick leave is grounds for disciplinary action.

- E. In the event of the absence of an employee, such employee shall notify the Library prior to his/her scheduled shift. Such employee shall call prior to his scheduled shift for any day during which a sick day will be taken.
- F. Failure to report absences properly shall be deemed grounds for refusal to grant sick leave or for disciplinary action.
- G. If an employee reports for work and works up to one-half of his/her normal shift, and then leaves due to sick leave, the employee shall be charged with one-half (1/2) a sick day. After such time, there shall be no such deduction.
- H. If an employee voluntarily resigns or retires at any time after completing five (5) years of service with the Library, the employee shall receive, in addition to other terminal pay a payment equal to one-half (1/2) of the employee's accumulated sick leave days, calculated at the rate of the employee's base salary at the time of separation, provided that the payment shall not exceed ninety (90) days of compensation. (One-half (1/2) of a maximum of one hundred eighty (180) allowable sick leave days). In calculating the payment, no unused sick days accumulated prior to January, 1971 shall be counted.

ARTICLE XIV

WORK-CONNECTED INJURIES

- A. Employees who become ill or are injured as a result of, or arising from their employment are eligible for Worker's Compensation payments, and shall be accorded leave of absence for the duration of their illness or injury, for a maximum of one (1) year.
- B. The Library, shall pay the employee the difference between his regular salary and the amount of the Worker's Compensation pay, for a three (3) month period.
- C. The Library may, in its sole discretion, extend the period of payment (Paragraph B) for up to an additional nine (9) months.
- D. The employee shall return all compensation payments received in the event the employee receives full salary from the Library.

ARTICLE XV

UNPAID LEAVE OF ABSENCE

- A. An unpaid leave of absence may be granted by the Library in its discretion.
- B. At the discretion of the Library Director, and with the approval of the Board of Trustees, any employee may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to the pension system or health plan during this leave of absence, however, unless the employee agrees to bear the costs.
- D. A leave of absence shall not exceed thirty (30) days in length, after which it may be reconsidered and any requested extension may either be granted or denied.
- E. Employees are required to notify the Library of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.

F. The Library shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave.

G. The Library may, in its discretion, pay for any or all leave as outlined in Paragraphs A-F, above.

ARTICLE XVI

MILITARY LEAVE

A. Military Leave shall be provided in accordance with applicable law.

ARTICLE XVII

CONFERENCE AND TRAVEL EXPENSES

- A. Employees may be granted time off, at the sole discretion of the Library Director, to attend professional meetings and conferences.
- B. To the extent that the budget allows, at the sole determination of the Library Director, all or part of the expenses for said professional meetings and conferences will be paid by the Library.
- C. Expenses may include mileage, tolls, parking fees, hotels, registration, fees, and meals. Necessary and proper documentation must be provided.

Employees who are authorized to use their own cars on Library business or to attend meetings as authorized representatives of the Library shall receive mileage at the rate of 20-1/2 cents per mile from the Fort Lee Public Library to the place of business or meeting and the return to the Fort Lee Public Library.

Fort Lee Free Public Library

320 MAIN STREET

FORT LEE, NEW JERSEY 07024

592-3615

BOARD OF TRUSTEES

LETTER OF UNDERSTANDING

Whereas, the Borough of Fort Lee Public Library and Local 29, RWDSU, AFL - CIO have negotiated a successor to the parties' 1988-1989 Agreement; it is hereby agreed as follows:

1. The Library shall post a notice to employees advising them of their general rights under "COBRA" Legislation

For the Union

For the Library

Dated: _____, 1990

Fort Lee Free Public Library

320 MAIN STREET

FORT LEE, NEW JERSEY 07024

592-3615

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Fort Lee Free Public Library

320 MAIN STREET

FORT LEE, NEW JERSEY 07024

592-3615

RITA ALTOMARA
DIRECTOR

August 20 1990

Mr. Ralph Head
1617 Adriatic Avenue
Atlantic City, N.J. 08401

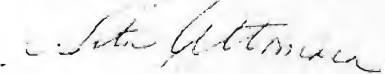
Dear Mr. Head,

Enclosed is a copy of the Agreement between the Library and the Union. Also enclosed is a copy of the Letter of Understanding updating the item on "COBRA".

Please sign both and return them to me as soon as possible.

Thank you.

Sincerely,



Rita Altomara,
Library Director

cc Richard Salsberg

encl

RA/am

Fort Lee Free Public Library

320 MAIN STREET

FORT LEE, NEW JERSEY 07024

592-3615

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Dated: _____, 1990

ARTICLE XVIII
PROMOTIONS AND FILLING OF VACANCIES (NON COMPETITIVE
OR PROVISIONAL

- A. The term "promotion" means the advancement of an employee to a higher paying position.
- B. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards, stating the job classification, rate of pay, location of the job and the nature of the job requirements in order to qualify. Such posting shall usually be for a period of ten (10) days whenever possible.
- C. During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the Library Director.
- D. The Library shall fill such job openings or vacancies, (if it is determined that such jobs shall be filled) from among those employees who have applied, who meet the standards of

the job requirements as determined by the Library, including ability, experience, qualifications, aptitude, attitude and general suitability.

- E. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of up to one hundred twenty (120) days.

If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

- F. The Library retains the right at all times to fill a vacancy from outside the unit, or to allow the vacancy to remain unfilled. Employees of the Library shall be given a preference, however.

ARTICLE XIX

MATERNITY/CHILDCARE

- A. Permanent employees shall be entitled to utilize any accumulated sick leave for up to one (1) calendar month prior to the expected date of childbirth and for up to one (1) calendar month thereafter upon presentation of doctor's certification and recommendation by the Library Director.
- B. Should disability occur earlier in the pregnancy or continue for more than the one (1) calendar month following birth, the employee may receive additional disability leave benefits if she presents a physician's certificate attesting to her extended disability.
- C. The Library reserves the right to verify doctor's certificates through a doctor of its choice.
- D. Employees may utilize their accumulated sick leave for this additional disability leave.
- E. Employees who have accumulated vacation leave and/or compensatory time may use such time for maternity purposes.

F. Childcare leaves, without pay, for periods where the employee is not disabled may be granted by the Library Board in accordance with the Article regarding leaves without pay.

ARTICLE XX

DUES CHECK-OFF

- A. The Library agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Library to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9 (e).
- B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Library written notice ninety (90) days prior to the effective date of such change.
- C. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Library.
- D. Payroll deductions of Union dues under the properly executed authorization for payroll deduction of Union dues forms, shall become effective within ninety (90) days from the time the form is signed by the employee, and shall be deducted and paid to the Union at least once each quarter.

E. Pursuant to New Jersey State Statute 34:13A-5.5 through 34: 13A-5.9, inclusive, the Library agrees to withhold 85% of the regular membership dues charged by the Union to its members, from the salaries of those Library employees covered by this Agreement who have not executed authorizations permitting the Library to withhold the full amount of the Union dues, and shall forward that amount to the Union, provided the Union complies with the requirements of the same Statute.

F. The Union shall indemnify, defend and save the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Library in reliance upon this Article.

ARTICLE XXI

EMERGENCIES

- A. All employees will be expected to report as scheduled unless notified that the Library will be closed due to emergency condition (snowstorm, power failure, etc.), in which case the employees will receive their regular pay, if they were scheduled to work.
- B. In the event, that the emergency condition is altered (i.e., improved, cancelled, etc.) during the morning, the Library reserves the right to open by 1:00 p.m. on that day, provided those employees scheduled to work are so informed by the Library Director or her designated representatives before 12:00 noon. It is the responsibility of the employee to be available for contact until 12:00 noon on such days.
- C. Maintenance personnel called in after they have completed their normally-scheduled shift shall be guaranteed a minimum of either time and one-half the actual hours worked or four (4) hours straight time pay, whichever is higher. Payments shall be made in cash or in compensatory time off, at the Library's option.

- D. If an employee is unable to report to work, the employee must call in to report the absence to the Department Head, Assistant Director or to the Administrative Secretaries as soon as possible on the work day.
- E. The Library reserves the absolute right and sole discretion to determine whether its facilities or any individual facility or branch shall be closed by reason of emergency.
- F. If the Library is closed due to any emergency, any employee on a regularly-scheduled day off shall receive no compensation for the day.
- G. The Library reserves the right to require employees to make up any time paid for under this Article beyond the third (3rd) such day in each calendar year.

ARTICLE XXII

PERSONAL LEAVE

- A. Each employee shall be entitled to three (3) personal days. Said days are non-accumulative, and may be used only for those reasons which necessitate the employee's being away from work, with no reasonable alternative, as for religious holidays. Two (2) weeks' advance notice must be provided to the Library, except in emergencies.
- B. The Library reserves the right to limit personal leave by department.
- C. Days not used are non-accumulative.
- D. Personal Days are prorated for the portion of the year worked: i.e., for every four (4) months worked, one (1) personal day is given.

ARTICLE XXIII

INSURANCE BENEFITS

All insurance benefits shall continue as heretofore provided, including those provided after retirement, provided the Borough of Fort Lee continues to provide such benefits to its organized white collar employees. In the event the Borough changes coverage levels or carriers, or eliminates or reduces any coverage, the Library shall have the right to do the same, or make similar arrangements with other carriers, in its discretion.

ARTICLE XXIV

TERMINAL LEAVE PAY

- A. Terminal leave pay is provided upon the voluntary resignation or retirement of any employee with ten years or more service as follows:

Employees with no less than ten (10) nor more than fifteen (15) years of service -- one-fourth (1/4) of the annual base salary at the time of termination.

Employees with more than fifteen (15) years of service -- one-third (1/3) of the annual base pay at the time of termination.

- B. In order to be eligible, employees must give proper notice to the Library.

ARTICLE XXV

SALARIES

- A. Salary increases for those employed as of the date hereof and hereafter, for the duration of this Contract, shall be as follows:
- B. 1990 (retroactively to January 1, 1990, or date of hire if later). Professional and nonprofessional staff: 7.0% over 1989 rates.
- C. 1991 (effective on January 1, 1991 or date of hire, if later). Professional and nonprofessional staff: 7.0% over 1990 rates.
- D. 1992 (effective on January 1, 1991 on date of hire, if later). Professional and nonprofessional staff: 7.0% over 1991 rates.
- E. Maximum Salaries shall be increased by 7.0% over the 1989 maximum salaries, during each year of this Agreement. All minimum salaries shall be frozen at the 1989 levels for the duration of this Agreement.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, or group of employees, is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect.

ARTICLE XXVII

NON-DISCRIMINATION

Neither the Library nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin.

ARTICLE XXVIII

NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action (including picketing and/or lobbying) against the Library or any of its employees. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.
- C. In the event of a strike, slowdown, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Association member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees.

ARTICLE XXIX

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Library and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.
- E. It is the intent of the parties that the provision of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Union for the life of this Agreement hereby waives any rights to request to negotiate or to bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claims not expressed in this Agreement.

ARTICLE XXX

TERM AND RENEWAL

This agreement shall take effect January 1, 1990 and remain in full force and effect through December 31, 1992.

The parties agree that negotiations for a successor agreement modifying or altering the terms and provisions of this agreement shall commence in accordance with applicable law.

IN WITNESS WHEREOF, the parties have set their hands and seals at Ft. Lee, New Jersey on this 23rd day of August, 1990.

FT. LEE FREE PUBLIC LIBRARY

RWDSU LOCAL #29

BY: James H. Harbiles

BY: Ralph W. Heurl BA

Ellen B. Stodovich

DATED: AUGUST 23, 1990

Fort Lee Free Public Library

320 MAIN STREET

FORT LEE, NEW JERSEY 07024

592-3615

BOARD OF TRUSTEES

LETTER OF UNDERSTANDING

Whereas, the Borough of Fort Lee Public Library and Local 29, RWDSU, AFL - CIO have negotiated a successor to the parties' 1988-1989 Agreement; it is hereby agreed as follows:

1. The Library shall post a notice to employees advising them of their general rights under "COBRA" Legislation

Ralph W. Ho *BA*

For the Union

James H. Hantiles

For the Library

Dated: Aug 23, 1990